

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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HUMPHREY O. UDDOH

Plaintiff,

v.

SELECTIVE INSURANCE COMPANY OF
AMERICA I/P/A SELECTIVE
INSURANCE COMPANY,

Defendant.

CASE NO. : 2:10-cv-01804

AMENDED
COMPLAINT

AT 8:30 M
WILLIAM T. WALSH, CLERK

Plaintiff alleges:

JURISDICTION

1. This court has subject matter jurisdiction of this action under 28 U.S.C. § 1332 because:

- a. The plaintiff, HUMPHREY O. UDDOH ("Plaintiff Uddoh") is an individual residing in New Jersey at 282 ½ Sixth Street, Apt. B, Jersey City, New Jersey 07302 ("Subject Premises"), and a citizen of the United States.
- b. The defendant, SELECTIVE INSURANCE COMPANY OF AMERICA I/P/A SELECTIVE INSURANCE COMPANY ("Defendant Selective") is a corporation organized and existing under the laws of the State of New Jersey, with its principal place of business in Brancheville, New Jersey;
- c. There is complete diversity of citizenship between the plaintiff and the defendant; and
- d. The amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

CLAIM FOR RELIEF

2. Defendant, Selective issued a Standard Flood Insurance Policy ("SFIP") No. FLD1260636 to Plaintiff Uddoh for the property located at 282 ½ Sixth Street, Jersey

City, New Jersey, 07302 ("Subjet Premises"), with Coverage A limits of \$250,000, and Coverage B limits of \$20,000, both subject to a \$5,000 deductible, with effective dates of November 11, 2008 to November 11, 2009. A true and correct copy of the SFIP is attached to this complaint and incorporated by reference in it as **Exhibit "A"**

3. Defendant, Selective renewed the SFIP for the property located at 282 ½ Sixth Street, Jersey City, New Jersey 07302, with Coverage A limits of \$ 250,000, and Coverage B limits of \$ 20,000.00, both subject to a \$ 5,000.00 deductible, with effective dates of November 11, 2009 to November 11, 2010. A true and correct copy of the SFIP is attached to this complaint and incorporated by reference in it as **Exhibit "B"**.

4. Defendant Selective agreed to cover damages to Plaintiff Uddoh's home in the event of a temporary and/or general condition of flooding at the subject premises, as well as for conditions set forth in the SFIP.

4. Plaintiff Uddoh has duly performed all the terms and conditions of the Insurance Policy, paying all premiums in a timely manner on his part.

5. The defendant Selective breached the subject Insurance Policy by failing and neglecting to cover flood damage related to a reported flood to the porch area within the perimeters of the subject premises on February 8, 2009, with damages totaling \$14,0000, which expense Plaintiff Uddoh has already paid.

6. The defendant Selective also breached the subject Insurance Policy by failing and neglecting to cover flood damage related to a reported flood at the subject premises on November 8, 2009 with damages totaling \$5,500, which expense Plaintiff Uddoh has already paid. See, Estimate prepared by Jack Periera of J.R. New Construction (Licensed General Contractor), which Estimate is attached to this Complaint and incorporated by reference as **Exhibit "C"**.

7. The defendant also breached the subject Insurance Policy by failing and neglecting to cover flood damage related to a reported flood at the subject premises on March 14, 2010, with damages totaling \$42,000. See, Estimate prepared by Jack Periera of J.R. New Construction (Licensed General Contractor), which Estimate is attached to this Complaint and incorporated by reference as **Exhibit "D"**.

8. Finally, the defendant breached the subject Insurance Policy by retaliating against Plaintiff Uddoh for submitting a valid and legitimate claim, threatening to re-rate the SFIP to include coverage for an unsubstantiated basement coverage, substantially and unjustifiably increasing plaintiff Uddoh's premium charges.

9. Plaintiff has demanded that the defendant fulfill its obligations on the contract, but the defendant has failed and refused and continues to fail and refuse to do so.


7. By reason of the defendant's breach of contract, the plaintiff has been damaged in the sum of Sixty-One Thousand Five-Hundred Dollars (\$61,500.00).

PRAYER

Plaintiff demands judgment against defendant:

- A. In the sum of \$ 61,500.00;
- B. Pre-judgment interest on that sum from February 8, 2009 to Present;
- C. A reasonable attorney's fee;
- D. A Permanent Injunction preventing Defendant Selective re-rating Plaintiff Uddoh's Policy to include coverage for a non-existent sub-grade basement; and,
- D. The costs of this action.

Dated: July 15, 2010


Humphrey O. Uddoh
282 ½ Sixth Street, Apt. B
Jersey City, New Jersey 07302